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COUNTERPART

INTERSTATE COMMERCE COMMISSION

No. 1 of 6

LEASE OF RAILROAD EQUIPMENT

Dated as of April 15, 1974

between

ALLIED PRODUCTS FINANCE CORPORATION

as Lessee

and

NORTH WESTERN LEASING COMPANY

as Lessor

LEASE OF RAILROAD EQUIPMENT dated as of April 15, 1974 between ALLIED PRODUCTS FINANCE CORPORATION, a corporation (hereinafter called the Lessee), and NORTH WESTERN LEASING COMPANY, a Delaware corporation (hereinafter sometimes called the Lessor or Vendee).

WHEREAS, the Lessor has entered into a Conditional Sale Agreement dated as of April 15, 1974 (hereinafter called the Security Documents), with ELECTRO-MOTIVE DIVISION OF GENERAL MOTORS CORPORATION (hereinafter called the Builder), wherein the Builder (as defined by the Security Documents) has agreed to manufacture, sell and deliver to the Lessor the railroad equipment described in Schedule A hereto; and

WHEREAS, the Builder has assigned or will assign certain of its interests in the Security Documents to FIRST NATIONAL CITY BANK (hereinafter, together with its successors and assigns, referred to as the Vendor); and

WHEREAS, the Lessee desires to lease all the units of said equipment, or such lesser number (hereinafter called the Units) as are delivered and accepted and settled for under the Security Documents on or prior to December 31, 1974 (hereinafter called the Cut-Off Date), at the rentals and for the terms and upon the conditions hereinafter provided;

WHEREAS, the Lessee desires to sublease the Units to the CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY (hereinafter called the Railroad) pursuant to a Sublease of Railroad Equipment dated the same date as this Lease (hereinafter called the Sublease);

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by the Lessee, the Lessor hereby leases the Units to the Lessee upon the following terms and conditions, but, upon default of the Lessee hereunder or under the Security Documents, subject to all the rights and remedies of the Vendor under the Security Documents:

Section 1. Delivery and Acceptance of Units. The Lessor will cause each Unit to be delivered to the Lessee at the point or points within the United States of America at which such Unit is delivered to the Lessor under the Security Documents. Upon such delivery, the Lessee will cause an inspector of the Lessee (who may be an employee of the Railroad) to inspect the same, and if such Unit is found to be acceptable, to accept delivery of such Unit and execute and deliver to the Lessor a certificate of acceptance and delivery (hereinafter called the Certificate of Delivery), stating that such Unit has been inspected and accepted on behalf of the Lessee on the date of such Certificate of Delivery and is marked in accordance with Section 4 hereof, whereupon such Unit shall be deemed to have been delivered to and accepted by the Lessee and shall be subject thereafter to all the terms and conditions of this Lease.

Section 2. Rentals. Lessor agrees to lease to Lessee and Lessee hereby hires from Lessor each Unit for sublease to and use by Railroad (pursuant to Sublease between Railroad and Lessee) upon the lines of railroad owned or operated by Railroad either alone or jointly with another and whether under lease or otherwise, and upon the lines of railroad owned or operated by any railroad company controlled by or under common control with Railroad, or over which Railroad has trackage rights, and also upon connecting and other railroads in the usual interchange of traffic upon and subject to the terms and conditions hereinafter set forth. For the use of each unit of the Equipment, the Lessee agrees to pay to the Lessor as rental for each Unit subject to this Lease one interim rent payment in the amount set forth in the next succeeding sentence, if said Units are delivered to Lessee by Lessor before January 1, 1975, and 24 subsequent consecutive semiannual payments, each such payment in an aggregate amount equal to 6.27% of the Purchase Price (as defined in the Security Documentation) of each Unit subject to this Lease, in immediately available funds each payable on January 1 and July 1 in each year, commencing January 1, 1975. The first such rent payment shall be in an amount equal to .03435% of the Purchase Price of each Unit for each day elapsed from and including the date such Unit is settled for under the Security Documentation to January 1, 1975. The next such 24 rent payments shall be in an amount equal to 6.27% of the Purchase Price of each Unit subject to this Lease.

The Lessor irrevocably instructs the Lessee to make all payments provided for in this Lease other than payments due pursuant to Section 15 hereof in immediately available funds (including but not limited to the payments required under Section 6 hereof) to the Vendor for the account of the Lessor, on or before the date upon which such payments are due and owing and the Lessee agrees so to do. On or before the date upon which payments to the Vendor under the Security Documents are due and owing, the Vendor is hereby irrevocably instructed to apply funds received hereunder to make such payment to the Vendor. Such payments shall be applied by the Vendor to satisfy the obligations of the Lessor under the Security Documents payable at the time such payments are due hereunder (or within six days thereafter) and, so long as no default under the Security Documents shall have occurred and be continuing, any balance shall be paid to the Lessor or as directed by the Lessor.

This Lease is a net net lease and the Lessee shall not be entitled to any abatement of rent, reduction thereof or setoff against rent, including, but not limited to, abatements, reductions or setoffs due or alleged to be due by reason of any past, present or future claims of the Lessee against the Lessor under this Lease, or the Builder, the Vendor, or Vendee or otherwise; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of the Lessor or the Lessee be otherwise affected, by reason of any defect in or damage to or loss of possession or loss of use or destruction of all or any of the Units from whatsoever cause, any liens, encumbrances or rights of others with respect to any of the Units, the prohibition of or other restrictions against the Lessee's use of all or any of the Units, the interference with such use by any person or entity, the invalidity or unenforceability or lack of due authorization of this Lease, any insolvency, bankruptcy, reorganization or similar proceeding against the Lessee, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the rents and other amounts payable by the Lessee hereunder shall continue to be payable in all events in the manner and at the times herein provided unless the obligation

to pay the same shall be terminated pursuant to the express provisions of this Lease. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it by statute or otherwise, to terminate, cancel, quit or surrender the lease of any of the Units except in accordance with the express terms hereof. Each rental or other payment made by the Lessee hereunder shall be final and the Lessee shall not seek to recover all or any part of such payment from the Lessor for any reason whatsoever.

Notwithstanding any other provisions of this Lease (including, but not limited to, any provision of Sections 9 and 10 hereof), it is understood and agreed by the Lessor that the liability of the Lessee for all payments to be made by it under and pursuant to the Lease, with the exception only of the first rental payment to be made on January 1, 1975 pursuant to this section, shall not exceed an amount equal to, and shall be payable only out of, the "income and proceeds from the Units" as hereinafter defined, and such payments shall be made by the Lessee only to the extent that the Lessee or any assignee of the Lessee shall have actually received sufficient "income or proceeds from the Units" to make such payments. Except as provided in the next preceding sentence, the Lessor agrees that the Lessee shall have no personal liability to make any payments under this Lease whatsoever except from the "income and proceeds from the Units" to the extent actually received by the Lessee. In addition, the Lessor agrees and understands that the Lessee (i) makes no representation or warranty, and is not responsible for, the due execution, validity, sufficiency or enforceability of the Sublease insofar as it relates to the Railroad (or any document relative thereto) and (ii) shall have no obligation, duty or other liability whatsoever to see to or be responsible for the performance or observance by the Railroad of any of its agreements, representations, indemnities, obligations or other undertakings under the Sublease; it being understood that as to all such matters the Lessor will look solely to the Lessor's rights under this Lease against the Units and to the Lessor's rights under the Sublease against the Railroad and the Units. As used herein the term "income and proceeds from the Units" shall mean (1) if one of the events of default specified in Section 9 hereof shall have

occurred and while it shall be continuing, so much of the following amounts as are free and clear of all claims and liens by, through or under the Railroad received by the Lessee at any time after any such event and during the continuance thereof: (a) all amounts of rental and amounts in respect of Casualty Occurrences (as hereinafter defined in Section 6 hereof) paid for or with respect to the Units pursuant to the Sublease and (b) any and all payments or proceeds received by the Lessee under the Sublease or for or with respect to the Units as the result of the sale, lease or other disposition thereof and after deducting all costs and expenses of such sale, lease or other disposition, and (ii) at any other time only that portion of the amounts referred to in the foregoing clauses (a) and (b) as are free and clear of all claims and liens by, through or under the Sublease received by the Lessee and as shall equal the portion of either the Conditional Sale Indebtedness (including prepayments thereof required in respect of Casualty Occurrences) or interest thereon or both due and payable on, or within six days after, the date such amounts received by the Lessee were required to be paid to it pursuant to the Sublease or as shall equal any other payments then due and payable under this Lease. Notwithstanding anything to the contrary contained in Section 9 hereof, the Lessor agrees that in the event it shall obtain a judgment against the Lessee for an amount in excess of the amounts payable by the Lessee pursuant to the limitations set forth in this paragraph, it will, accordingly, limit its execution of such judgment to amounts payable pursuant to the limitations set forth in this paragraph; provided, however, that nothing contained herein limiting the liability of the Lessee shall derogate from the right of the Lessor to proceed against the Units as provided for herein for the full unpaid Purchase Price of the Units and interest thereon.

Section 3. Term of Lease. The term of this Lease as to each Unit shall begin on the date of the delivery to and acceptance by the Lessee of such Unit and, subject to the provisions of Sections 6 and 9 hereof, shall terminate six months after the date on which the final semiannual payment of rent in respect thereof is due hereunder.

Notwithstanding anything to the contrary contained herein, all rights and obligations under this Lease and in and to the Units, upon default by the Lessee hereunder, are

subject to the rights of the Vendor under the Security Documents. If an event of default should occur under the Security Documents, the Vendor may terminate this Lease (or rescind its termination), all as provided therein, unless the Lessee is not so in default under this Lease or there is no default under the Security Documents.

Section 4. Identification Marks. The Lessee will cause each Unit to be kept numbered with the identifying number set forth in Schedule A hereto, or in the case of any Unit not there listed such identifying number as shall be set forth in any amendment or supplement hereto extending this Lease to cover such Unit, and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each Unit, in letters not less than one inch in height, the name of the Vendor followed by the words "Security Owner" or other appropriate words designated by the Lessor, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the Lessor's and Vendor's respective interests in such Unit and the rights of the Lessor under this Lease and of the Vendor under the Security Documents. The Lessee will not place any such Unit in operation or exercise any control or dominion over the same until such name and words shall have been so marked on both sides thereof and will replace promptly any such name and words which may be removed, defaced or destroyed. The Lessee will not change the identifying number of any Unit except in accordance with a statement of new number or numbers to be substituted therefor, which statement previously shall have been filed with the Vendor and the Lessor and filed, recorded and deposited by the Lessee in all public offices where this Lease and the Security Documents shall have been filed, recorded and deposited.

Except as provided in the immediately preceding paragraph, the Lessee will not allow the name of any person, association or corporation to be placed on any Unit as a designation that might be interpreted as a claim of ownership; provided, however, that the Lessee may allow the the Units to be lettered with the names or initials or other insignia customarily used by the Railroad or its affiliates on railroad equipment used by them of the same or a similar type for convenience of identification of

their rights to use the Units as permitted under this Lease and the Sublease.

Section 5. Taxes. All payments to be made by the Lessee hereunder will be free of expense to the Lessor from collection or other charges and will be free of expense to the Lessor with respect to the amount of any local, state, federal, or foreign taxes (other than (i) any United States Federal income taxes and excess profits taxes [and, to the extent that the Lessor receives credit therefor against its United States Federal income tax liability, any foreign income tax] payable by the Lessor in consequence of the receipt of payments provided for herein, (ii) the net cumulative aggregate amount of all state and local income taxes, franchise taxes, excess profits taxes and similar taxes measured by net income based on the receipt of payments provided for herein, up to the net cumulative amount of such taxes measured by net income based on such receipts which would be payable by the Lessor to the State, city and county where the Lessor has its principal place of business without apportionment to any other state, except any such tax which is in substitution for or relieves the Lessee from the payment of taxes which it would otherwise be obligated to pay or reimburse as herein provided) or license fees, assessments, charges, fines or penalties (all such expenses, taxes, license fees, assessments, charges, fines and penalties being hereinafter called impositions) hereafter levied or imposed upon or in connection with or measured by this Lease or any sale, rental, use, payment, shipment, delivery or transfer of title under the terms hereof or the Security Documents, all of which impositions the Lessee assumes and agrees to pay on demand in addition to the payments to be made by it provided for herein. The Lessee will also pay promptly all impositions which may be imposed upon any Unit or for the use or operation thereof or upon the earnings arising therefrom (except as provided above) or upon the Lessor solely by reason of its ownership thereof and will keep at all times all and every part of such Unit free and clear of all impositions which might in any way affect the title of the Lessor or result in a lien upon any such Unit; provided, however, that the Lessee shall be under no obligation to pay any impositions of any kind so long as it is contesting in good faith and by appropriate legal proceedings such impositions and the nonpayment thereof does not, in the opinion of the Lessor, adversely affect the

title, property or rights of the Lessor hereunder or under the Security Documents. If any impositions shall have been charged or levied against the Lessor directly and paid by the Lessor, the Lessee shall reimburse the Lessor on presentation of an invoice therefor; provided, however, that the Lessee shall not be obligated to reimburse the Lessor for any impositions so paid unless the Lessor shall have been legally liable with respect thereto (as evidenced by an opinion of counsel for the Lessor) or unless the Lessee shall have approved the payment thereof.

In the event that the Lessor shall become obligated to make any payment to the Builder or the Vendor or otherwise pursuant to Article 5 of the Security Documents not covered by the foregoing paragraph of this Section 5, the Lessee shall pay such additional amounts (which shall also be deemed impositions hereunder) to the Lessor as will enable the Lessor to fulfill completely its obligations pursuant to said Article 5.

In the event any reports with respect to impositions are required to be made, the Lessee will either make such reports in such manner as to show the interests of the Lessor and the Vendor in such Units or notify the Lessor and the Vendor of such requirement and make such reports in such manner as shall be satisfactory to the Lessor and the Vendor.

In the event that, during the continuance of this Lease, the Lessee becomes liable for the payment or reimbursement of any imposition, pursuant to this Section 5, such liability shall continue, notwithstanding the expiration of this Lease, until all such impositions are paid or reimbursed by the Lessee.

Section 6. Payment for Casualty Occurrences; Insurance. In the event that any Unit shall be or become worn out, lost, stolen, destroyed (which includes Units that have been on Bad Order [i.e., not maintained or repaired in accordance with standards prescribed by the manufacturer of such Units in its applicable service manuals and maintenance instructions] for a continuous period in excess of six months), or, in the reasonable opinion of the Railroad, irreparably damaged from any

cause whatsoever, or taken or requisitioned by condemnation or otherwise for a definite period exceeding the otherwise then remaining term of this Lease (such occurrences being hereinafter called Casualty Occurrences) during the term of this Lease, the Lessee shall promptly and fully notify the Lessor and the Vendor with respect thereto. On the rental payment date next succeeding such notice, the Lessee shall pay to the Vendor for the account of the Lessor, a sum equal to the Casualty Value (as hereinafter defined) of such Unit as of the date of such payment in accordance with the schedule set out below (without reduction or adjustment for the rental paid on the preceding rental payment date with respect to the Unit). Upon the making of such payment by the Lessee (or the Railroad in satisfaction of Lessee's obligation) in respect of any Unit, the rental for such Unit shall cease to accrue, the term of this Lease as to such Unit shall terminate and the Lessee shall be entitled to recover possession of such Unit, subject however to the Railroad's right to recover possession of such Unit under the first paragraph of Section 6 of the Sublease.

The Casualty Value of each Unit as of any rental payment date shall be that percentage of the Purchase Price of such Unit as is set forth in the following schedule opposite such rental payment date:

<u>Payment Date</u>	<u>Percentage</u>	<u>Payment Date</u>	<u>Percentage</u>
January 1, 1975	100.0000%	January 1, 1981	72.6963%
July 1, 1975	92.4106	July 1, 1981	69.4402
January 1, 1976	91.8991	January 1, 1982	65.9959
July 1, 1976	91.1454	July 1, 1982	62.4592
January 1, 1977	90.1403	January 1, 1983	58.7927
July 1, 1977	88.8642	July 1, 1983	55.0272
January 1, 1978	87.3212	January 1, 1984	51.1250
July 1, 1978	85.5166	July 1, 1984	47.1168
January 1, 1979	83.4509	January 1, 1985	42.9647
July 1, 1979	81.1338	July 1, 1985	38.6994
January 1, 1980	78.5618	January 1, 1986	34.2822
July 1, 1980	75.7491	July 1, 1986	29.7441
		January 1, 1987	26.2700

Except as hereinabove in this Section 6 provided, the Lessee shall not be released from its obligations hereunder in the event of, and shall bear the risk of, any Casualty Occurrence to any Unit after delivery to and acceptance thereof by the Lessee hereunder.

The Lessee will, at all times while this Lease is in effect, as its own expense, cause to be carried and maintained fire and extended coverage insurance in respect of the

Units at the time subject hereto, and public liability insurance, in amounts (including deductibles) and against risks comparable to those insured against by the Railroad on equipment owned by it and the benefits thereof shall be payable as provided in the Security Documents and to furnish appropriate evidence of such insurance coverage upon request of the Lessor. Any damages receivable from others, any condemnation payments and any net insurance proceeds in respect of fire and extended coverage insurance carried by the Lessee received by the Lessor in respect of Units suffering a Casualty Occurrence (all hereinafter collectively referred to as Recoveries) shall be deducted from the amounts payable by the Lessee to the Lessor in respect of Casualty Occurrences pursuant to this Section 6. The excess of such damages received from others or condemnation payments, if any, after deduction of such payments received from the Lessee in respect of Casualty Occurrences, shall belong to the Lessor and the excess of such net insurance proceeds, after deduction of such payments received from the Lessee in respect of Casualty Occurrences, shall belong to the Lessor. If the Lessor shall receive any such Recoveries after the Lessee shall have made payments pursuant to this Section 6 without deduction for such Recoveries, the Lessor shall pay such Recoveries to the Lessee (or to the Railroad in satisfaction of the Lessee's obligations to the Lessor under the fourth paragraph of Section 6 of the Sublease) to the extent of such payments by the Lessee. Upon payment of the Casualty Value of such Unit, the title to such Unit, subject to the rights of the Vendor under the Security Documents and the Railroad in the fourth paragraph of Section 6 of the Sublease, shall pass to and vest in the Lessee.

All proceeds of fire and extended coverage insurance received by the Lessor in respect of insurance carried on any Unit or Units not suffering a casualty Occurrence shall be paid to the Lessee (or to the Railroad in satisfaction of the Lessee's obligations to the Lessor under the fifth paragraph of Section 6 of the Sublease) upon proof satisfactory to the Lessor that any damage to such Unit in respect of which such proceeds were paid has been fully repaired.

In the event that during the term of this Lease the use of any Unit is requisitioned or taken by any governmental authority by condemnation or otherwise for a definite

period which does not exceed the then remaining term of this Lease or for an indefinite period, the Lessee's obligation to pay rent shall continue for the duration of such requisitioning or taking. The Lessor shall be entitled to receive and retain for the account of the Lessee all sums payable for any such period by such governmental authority as compensation for requisitioning or taking of possession to an amount equal to the rent paid or payable hereunder for such period, and the balance, if any, shall be payable to and retained by the Lessor as its sole property.

Section 7. Reports. On or before April 15 and October 15 in each year, commencing on April 15, 1975, and continuing until the end of the term of this Lease, the Lessee will furnish to the Lessor and the Vendor an accurate statement (a) setting forth the amount, description and numbers of all Units then leased hereunder and covered by the Security Documents, the amount, description and numbers of all Units that have suffered a Casualty Occurrence during the preceding six months (or since the date of this Lease in the case of the first such statement) and such other information regarding the condition and state of repair of the Units as the Lessor or the Vendor may reasonably request and (b) stating that, in the case of all Units repainted or repaired during the period covered by such statement, the numbers and the markings required by Section 4 hereof and Article 9 of the Security Documents have been preserved or replaced and (c) a statement showing the condition of the remaining equipment in actual service as of the reporting date. The Lessor shall have the right by its agents, to inspect the Units and the Lessee's records with respect thereto at such reasonable times as the Lessor may request during the continuance of this Lease. The Lessee shall provide a Schedule of Depreciation in Schedule A.

Section 8. Disclaimer of Warranties; Compliance with Laws and Rules; Maintenance; Indemnification. THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE UNITS DELIVERED TO THE LESSEE HEREUNDER, AND THE LESSOR MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS OF THE UNITS FOR ANY PARTICULAR PURPOSE OR AS TO TITLE TO THE UNITS OR ANY COMPONENT THEREOF, it being agreed that all such risks, as between the Lessor and the Lessee, are to be borne by the Lessee; but the Lessor hereby irrevocably appoints and constitutes the Lessee its agent and attorney-in-fact during the term of this Lease to assert and enforce from time to time, in the name of and for account of the Lessor and/or the Lessee, as their interests may appear, at the Lessee's sole cost and expense, whatever claims and rights the Lessor may have, as Vendee, under the provisions of Article 13 of the Security Documents. The Lessee's delivery of a Certificate of Delivery shall be conclusive evidence as between the Lessee and the Lessor that all Units described therein are in all the foregoing respects satisfactory to the Lessee, and the Lessee will not assert any claim of any nature whatsoever against the Lessor based on any of the foregoing matters.

The Lessee agrees, for the benefit of the Lessor and the Vendor, to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each Unit) with all laws of the jurisdictions in which operations involving any Unit subject to this Lease may extend, with the interchange rules of the Association of American Railroads and with all lawful rules of the Department of Transportation; the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units, to the extent that such laws and rules affect the title, operation or use of the Units, and in the event that such laws or rules require any alteration of any Unit, or in the event that any equipment or appliance is required to be installed on any such Unit in order to comply with such laws or rules, the Lessee will make such alterations, changes, replacements and additions at its own expense; provided, however, that the Lessee may, in good faith, contest the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Lessor or the Vendor who have received notice thereof, adversely affect the property or rights of the Lessor or the Vendor under this Lease or under the Security Documents.

The Lessee agrees that, at its own cost and expense, it will maintain and keep each Unit in good order and repair, and that if a replacement of power components (such as engines, transmissions and parts thereof) is required, such replacement shall be in accordance with the manufacturer's specifications for such Units.

Any and all additions to any Unit (except, in the case of any Unit which is a locomotive, communications, signal and automatic control equipment or devices having a similar use which have been added to such Unit by the Lessee, the cost of which is not included in the Purchase Price of such Unit and which are not required for the operation or use of such Unit by the Interstate Commerce Commission, the Department of Transportation or any other applicable regulatory body), and any and all parts installed on and additions and replacements made to any Unit shall constitute accessions to such Unit and, at the cost and expense of the Lessee, full ownership thereof free from any lien, charge, security interest or encumbrance (except for those created by the Security Documents, this Lease and the Sublease) shall immediately be vested in the Lessor and the Vendor as their respective interests appear in the Unit itself.

The Lessee agrees to indemnify, protect and hold harmless the Lessor and the Vendor from and against all losses, damages, injuries, liabilities, claims and demands whatsoever (including without limitation, claims based on strict liability in tort), regardless of the cause thereof, and expenses in connection therewith, including, but not limited to, counsel fees and expenses, patent liabilities, penalties and interest, arising out of or as the result of the entering into or the performance of this Lease, the ownership of any Unit, the ordering, acquisition, use, operation, conditions, purchase, delivery, rejection, storage or return of any Unit or any accident in connection with the operation, use, condition, possession, storage or return of any Unit resulting in damage to property or injury or death to any person, except as otherwise provided in Section 15 of this Lease. The indemnities arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease.

The Lessee agrees to prepare and deliver to the Lessor within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of the Lessor with a copy to the Lessor) any and all reports (other than income tax returns) to be filed by the Lessor with any federal, state or other regulatory authority by reason of the ownership by the Lessor or the Vendor of the Units or the leasing thereof to the Lessee. In the event that the Lessor is required to file any income tax return in any state or locality with respect to items of income, deductions and credits attributable to the Units or the rentals hereunder, the Railroad, to the extent reasonably requested by the Lessor shall furnish to the Lessor in connection with such filing, such information as is then available to the Railroad from its books and records.

Section 9. Default. If, during the continuance of this Lease, one or more of the following events (each such event being hereinafter sometimes called an Event of Default) shall occur:

A. default shall be made in payment of any part of the rental provided in Section 2 hereof and such default shall continue for five days;

B. the Lessee shall make or permit any unauthorized assignment or transfer of this Lease or of possession of the Units, or any thereof;

C. default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Lessee contained herein and such default shall continue for 25 days after written notice from the Lessor to the Lessee specifying the default and demanding that the same be remedied; or

D. any proceedings shall be commenced by or against the Lessee for any relief which includes, or might result in, any modification of the obligations of the Lessee hereunder pursuant to any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions, and, unless such proceedings shall have been dismissed, nullified, stayed or otherwise rendered ineffective (but then only so long as such stay shall continue in force or such ineffectiveness shall continue), all the obligations of the Lessee under this Lease shall not have been duly assumed in writing, pursuant to a court order or decree, by a trustee or trustees or receiver or receivers appointed for the Lessee or for the property of the Lessee in connection with any such proceedings in such manner that such obligations shall have the same status as obligations incurred by such a trustee or trustees or receiver or receivers, within 30 days after such appointment, if any, or 60 days after such proceedings shall have been commenced, whichever shall be earlier;

then, in any such case, the Lessor, at its option, may:

(a) proceed by appropriate court action or actions either at law or in equity, to enforce performance by the Lessee of the

applicable covenants of this Lease or to recover damages for the breach thereof; or

(b) by notice in writing to the Lessee terminate this Lease, whereupon all rights of the Lessee to the use of the Units shall absolutely cease and terminate as though this Lease had never been made, but the Lessee shall remain liable as hereinafter provided; and thereupon the Lessor may by its agents enter upon the premises where any of the Units may be and take possession of all or any of such Units and thenceforth hold, possess and enjoy the same free from any right of the Lessee, or its successors or assigns, to use the Units for any purposes whatever; but to the Lessor shall, nevertheless, have a right to recover from the Lessee any and all amounts which under the terms of this Lease may be then due or which may have accrued to the date of such termination (computing the rental for any number of days less than a full rental period by multiplying the rental for such full rental period by a fraction of which the numerator is such number of days and the denominator is the total number of days in such full rental period) and also to recover forthwith from the Lessee (i) as damages for loss of the bargain and not as a penalty, a sum, with respect to each Unit, which represents the excess of (x) the present value, at the time of such termination, of the entire unpaid balance of all rental for such Unit which would otherwise have accrued hereunder from the date of such termination to the end of the term of this Lease as to such Unit over (y) the then present value of the rentals which the Lessor reasonably estimates to be obtainable for the Unit during such period, such present value to be computed in each case on the basis of a 8% per annum discount, compounded semiannually from the respective date upon which rentals would have been payable hereunder had this Lease not been terminated, and (ii) any damages and expenses, including reasonable attorneys' fees, in addition thereto which the Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease other than for the payment of rental.

In addition, Lessor shall recover from Lessee such sum as, in the reasonable opinion of the Lessor, will cause the Lessor's net return under this Lease to be equal to the net return that would have been available to the Lessor if it had been entitled to utilization of all or such portion of the deduction (herein called the Interest Deduction) in each taxable year of the Lessor for all interest accrued during such year on the Conditional Sale Indebtedness (as defined in the Security Documentation), computed in accordance with Section 163 of the Code and the maximum depreciation deduction authorized with respect to a Unit under Section 167 of the Code utilizing the "class lives" and "asset depreciation ranges" prescribed in accordance with Section 167(m) of said Code for an asset described in Asset Guideline Class No. 40.1 as described in Revenue Procedure 72-10, 1972, IRB 8 (hereinafter called the Depreciation Deduction) which was lost, not claimed, not available for claim, disallowed or recaptured in respect of a Unit as a result of the breach of one or more of the representations, warranties and covenants made by the Lessee in Section 15 or any provisions of this Lease, the termination of this Lease, or the Lessee's loss of the right to use such Unit, any action or inaction by the Lessor or the sale or other disposition of the Lessor's interest in such Unit after the occurrence of an Event of Default.

Anything in this Section 9 to the contrary notwithstanding, any default in the observance or performance of any covenant, condition or agreement on the part of the Lessee, other than the loss of the Units as described in Section 6, which results solely in the loss by the Lessor of, or the loss by the Lessor of the right to claim, or the disallowance with respect to the Lessor of all or any portion of the ADR Deduction or such interest deduction shall be for all purposes of this Lease deemed to be cured if the Lessee shall, on or before the next rental payment date after written notice from the Lessor of the loss, or the loss of the right to claim, or the disallowance of the ADR Deduction or such interest deduction in respect of such Unit, agree to pay to the Lessor the amounts set forth in the second paragraph of subsection (b) above, applicable to the amounts disallowed or recaptured as to the Lessor as a result of said default.

The remedies in this Lease provided in favor of the Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity. The Lessee hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify the remedies herein provided, to the extent that such waiver is permitted by law. The Lessee hereby waives any and all existing or future claims to any offset against the rental payments due hereunder, and agrees to make rental payments regardless of any offset or claim which may be asserted by the Lessee or on its behalf.

The failure of the Lessor to exercise the rights granted it hereunder upon the occurrence of any of the contingencies set forth herein shall not constitute a waiver of any such right upon the continuation or recurrence of any such contingencies or similar contingencies.

Section 10. Return of Units Upon Default. If this Lease shall terminate pursuant to Section 9 hereof, the Lessee shall forthwith deliver possession of the Units to the Lessor. For the purpose of delivering possession of any Unit or Units to the Lessor as above required, the Lessee shall at its own cost, expense and risk:

(a) forthwith place such Units upon such storage tracks of the Railroad as the Lessor reasonably may designate;

(b) permit the Lessor to store such Units on such tracks at the risk of the Lessee until such Units have been sold, leased or otherwise disposed of by the Lessor; and

(c) transport the same to any place on the lines of railroad operated by the Railroad or any of its affiliates or to any connecting carrier for shipment, all as directed by the Lessor.

The assembling, delivery, storage and transporting of the Units as hereinbefore provided shall be at the expense and risk of the Lessee and are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee so to assemble, deliver, store and transport the Units. During any storage period, the Lessee will permit the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of any such Unit, to inspect the same.

Without in any way limiting the obligation of the Lessee under the foregoing provisions of this Section 10, the Lessee hereby irrevocably appoints the Lessor as the agent and attorney of the Lessee, with full power and authority, at any time while the Lessee is obligated to deliver possession of any Unit to the Lessor, to demand and take possession of such Unit in the name and on behalf of the Lessee from whomsoever shall be in possession of such Unit at the time.

Section 11. Assignment; Possession and Use. This Lease shall be assignable in whole or in part by the Lessor without the consent of the Lessee, but the Lessee shall be under no obligation to any assignee of the Lessor except upon written notice of such assignment from the Lessor. All the rights, powers, privileges, immunities, benefits and advantages of the Lessor hereunder (including, but not limited to, the rights under Sections 5, 6, 9 and 16 and the rights to receive the rentals payable under this Lease) shall inure to the benefit of the Lessor's assigns (including the partners or any beneficiary of any such assignee if such assignee is a partnership or a trust, respectively). Whenever the term Lessor is used in this Lease it shall apply and refer to each such assignee of the Lessor.

So long as the Lessee shall not be in default under this Lease, or there is no default under the Security Documents, the Lessee shall be entitled to the possession and use of the Units in accordance with the terms of this Lease, but, without the prior written consent of the Lessor, which shall not be unreasonably withheld, the Lessee shall not assign or transfer its leasehold interest under this Lease in the Units or any of them. The Lessee, at its own expense, will promptly pay or discharge any and all sums claimed by any party which, if unpaid, might become a lien, charge, security interest or other encumbrance (other than an encumbrance resulting from claims against the Lessor or the Vendor not related to the ownership of the Units) upon or with respect to any Unit, including any accession thereto, or the interest of the Lessor, the Vendor or the Lessee therein, and will promptly discharge any such lien, claim, security interest or encumbrance which arises. This covenant will not be

deemed breached by reason of liens for taxes, assessments or governmental charges or levies, in each case not due and delinquent, or undetermined or inchoate materialmen's, mechanics', workmen's, repairmen's, or other like liens arising in the ordinary course of business and, in each case, not delinquent. The Lessee shall not, without the prior written consent of the Lessor, part with the possession or control of, or suffer or allow to pass out of its possession or control, any of the Units, except to the extent permitted by the provisions of the immediately succeeding paragraph; provided, however, that the Lessee may sublease any of the Units for a sublease term not to exceed the term of this Lease to the Railroad so long as such sublease shall be subject to the terms and provisions of this Lease. The Railroad may further sublease any of the Units for a sublease term not to exceed six months to any person, firm, or corporation which is a citizen of, or is organized under the laws of, the United States of America or any state thereof for service in regular operation within the United States of America so long as such sublease shall be subject to the terms and provisions of this Lease. No assignment or sublease entered into by the Lessee or the Railroad hereunder shall relieve the Lessee or the Railroad of any liability or obligation hereunder which shall be and remain those of a principal and not a surety.

So long as the Lessee shall not be in default under this Lease and there is no default under the Security Documents, the Lessee shall be entitled to the possession of the Units and to the use of the Units by it or any affiliate or pursuant to the Sublease upon lines of railroad owned or operated by the Railroad or any such affiliate or upon the lines of railroad over which the Railroad or any such affiliate has trackage or other operating rights or over which railroad equipment of the Railroad or any such affiliate is regularly operated pursuant to contract, and also to permit the use of the Units upon connecting and other carriers in the usual interchange of traffic, but only upon and subject to all the terms and conditions of this Lease and the Security Documents.

Nothing in this Section 11 shall be deemed to restrict the right of the Lessee to assign or transfer its

leasehold interest under this Lease in the Units or possession of the Units to any corporation incorporated under the laws of any state of the United States of America or the District of Columbia (which shall have duly assumed the obligations of the Lessee hereunder) into or with which the Lessee shall have become merged or consolidated or which shall have acquired or leased all or substantially all of the property of the Lessee, provided that such assignee or transferee will not, upon the effectiveness of such merger or consolidation, be in default under any provision of this Lease.

Section 12. Return of Units Upon Expiration of Term. As soon as practicable on or after the expiration of the term of this Lease with respect to any Unit, the Lessee will (unless the Unit is sold to the Lessee), at its own cost and expense, at the request of the Lessor, deliver possession of such Unit to the Lessor, in good order and running condition, normal wear and tear excepted, upon such storage tracks of the Railroad as the Lessee may designate (but in not more than three locations), or, in the absence of such designation, as the Lessor may select, and permit the Lessor to store such Unit on such tracks for a period not exceeding three months and transport the same, at any time within such three-month period, to any reasonable place on the lines of railroad operated by the Railroad, or to any connecting carrier for shipment, all as directed by the Lessor; the movement and storage of such Unit to be at the expense and risk of the Lessee. During any such storage period the Lessee will provide that the Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of such Unit, will be permitted to inspect the same; provided, however, that the Lessee shall not be liable, except in the case of negligence of the Lessee or of its employees or agents, for any injury to, or the death of, any person exercising, either on behalf of the Lessor or any prospective purchaser, the rights of inspection granted under this sentence. The assembling, delivery, storage and transporting of the Units as hereinbefore provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises, the Lessor shall be entitled to a decree against the Lessee requiring specific performance of the covenants of the Lessee to satisfy the requirement to assemble, deliver, store and transport the Units. If Lessor shall elect to

abandon any Unit which has suffered a Casualty Occurrence or which after the expiration of this Lease the Lessor shall have deemed to have suffered a Casualty Occurrence, it may deliver written notice to such effect to the Lessee and the Lessee shall thereupon assume and hold the Lessor harmless from all liability arising in respect of any responsibility of ownership thereof, from and after receipt of such notice. The Lessor shall execute and deliver to the Lessee a bill of sale or bills of sale transferring to the Lessee, or upon its order, the Lessor's title to and property in any Unit abandoned by it pursuant to the immediately preceding sentence. The Lessee shall have no liability to the Lessor in respect of any Unit abandoned by the Lessor after termination of the Lease; provided, however, that the foregoing clause shall not in any way relieve the Lessee of its obligations pursuant to Section 6 hereof to make payments equal to the Casualty Value of any Unit experiencing a Casualty Occurrence while this Lease is in effect.

Section 13. Opinion of Counsel. On each Closing Date (as defined in the Security Documents), the Lessee will deliver to the Lessor two counterparts of the written opinion of counsel for the Lessee, addressed to the Lessor and the Vendor, in scope and substance satisfactory to the Lessor, the Vendor and their respective counsel, to the effect that:

A. the Lessee is a corporation legally incorporated, validly existing and in good standing under the laws of its state of incorporation (specifying the same) with adequate corporate power to enter into this Lease;

B. this Lease has been duly authorized, executed and delivered by the Lessee and constitutes a valid, legal and binding agreement of the Lessee, enforceable in accordance with its terms;

C. this Lease has been duly filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act and such filing and recordation will protect the Vendor's and the Lessor's interests

in and to the Units and no filing, recording or deposit (or giving of notice) with any other federal, state or local government is necessary in order to protect the interests of the Vendor or the Lessor in and to the Units;

D. no consent, approval or filing is required from any public regulatory body with respect to the entering into or performance of this Lease;

E. the entering into and performance of this Lease will not result in any breach of, or constitute a default under, any indenture, mortgage, deed of trust, bank loan or credit agreement or other agreement or instrument to which the Lessee is a party or by which it may be bound; and

F. no mortgage, deed of trust, or other lien of any nature whatsoever which now covers or affects, or which may hereafter cover or affect, any property or interests therein of the Lessee, now attaches or hereafter will attach to the Units or in any manner affects or will affect adversely the Vendor's or Lessor's respective interests therein; provided, however, that such liens may attach to the rights of the Lessee hereunder in and to the Units.

Section 14. Recording; Expenses. The Lessee will at its own expense cause this Lease, the Security Documents and any assignment hereof or thereof to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act. The Lessee will undertake the filing, registering, deposit, and recording required of the Lessor under the Security Documents and will from time to time do and perform any other act and will execute, acknowledge, deliver, file, register, record (and will refile, reregister, deposit and redeposit or rerecord whenever required) any and all further instruments required by law or reasonably requested by the Lessor or the Vendor for the purpose of proper protection, to their satisfaction, of the Vendor's and the Lessor's respective interests in the

Units, or for the purpose of carrying out the intention of this Lease, the Security Documents or the assignment thereof to the Vendor; and the Lessee will promptly furnish to the Vendor and the Lessor evidences of all such filing, registering, depositing or recording, and an opinion or opinions of counsel for the Lessee with respect thereto satisfactory to the Vendor and the Lessor. This Lease and the Security Documents shall be filed and recorded with the Interstate Commerce Commission prior to the delivery and acceptance hereunder of any Unit.

The Lessor will pay the reasonable costs and expenses involved in the preparation and printing of this Lease and the Security Documents, and the costs and expenses of financing (including legal, money placement and agent fees). The Lessor and the Lessee will each bear the respective fees and disbursements, if any, of their respective counsel.

Section 15. Federal Income Taxes. The Lessor, as the owner of each Unit, shall be entitled to such deductions or other benefits as are provided by the Federal Internal Revenue Code of 1954, as amended, to an owner of property, including (without limitation) the Interest Deduction and the Depreciation Deduction (as defined in Section 9 of this Lease) with respect to the Units, except as provided for in the following paragraph.

Unless this Lease is terminated as provided in the sixth paragraph of this Section 15, Lessor agrees that, for the purpose of the investment tax credit under the provisions of Section 38 and 48(d) of the Federal Internal Revenue Code of 1954 as amended, it will elect, on condition Lessee shall have paid all the rental which under this Lease is due and payable prior to such election, to treat Lessee as having purchased all the Units leased hereunder, and that it will execute an election statement in such form as Lessee shall reasonably request in order to accomplish said purpose. Lessor agrees that, in case of assignment by Lessor, or any reassignment, it shall require all such assignees to agree, as a condition and written term of any such assignment or reassignment, to make the election and execute an election statement together with the Lessor. as may be requested hereunder by Lessee. Lessor further agrees that it has not previously used any of the Units leased hereunder for their intended transportation function, and that Lessee will be the original user of all such Units for such intended function.

The base price of each Unit is set forth in Schedule A hereto. Such base price is subject to such increase or decrease as may be, or may have been, agreed to by the Lessor and the Lessee, and the term "purchased price" as used herein shall mean the base price as so increased or decreased plus freight as set forth in the invoice or invoices to be delivered to Lessee on the date of delivery of the Equipment.

The Lessor and Lessee each agree that neither it nor any corporation controlled by it, in control of it, or under common control with it, directly or indirectly, will at any time take any action or file any returns or other documents inconsistent with the foregoing and that each of such corporations will file such returns, take such action and execute such documents as may be reasonable and necessary to facilitate accomplishment of the intent thereof.

The Lessee's and the Lessor's agreement to pay any sums which may become payable pursuant to this Section 15 shall survive the expiration or other termination of this Lease.

This Lease may be terminated upon 30 days' written notice (hereinafter called a "Notice of Termination") to the Lessee and the Vendor by the Lessor, or to the Lessor and the Vendor by the Lessee, if the Lessor is unable to obtain by November 30, 1974 or if prior to that date the Lessor is advised by the Internal Revenue Service it will not receive a ruling from the Internal Revenue Service to the effect that (i) this Lease is a lease for federal tax purposes, (ii) the Lessor is the Lessor and the Lessee is the Lessee under the Lease; (iii) the Units constitute "Section 38 Property" with respect to which Lessor is entitled to claim the investment credit in respect of the full purchase price of the Units, and (iv) the Lessor can make a valid election pursuant to Section 48(d) of the Code to treat the Lessee as having acquired such property for an amount equal to its fair market value for purposes of the credit allowed by Section 38.

In the event that Section 38 or 48(d), or both, of the Internal Revenue Code are subsequently modified or repealed by Congress, causing Lessee to lose its right to the investment tax credit, or any part thereof, in respect of any Unit hereunder, then on the next succeeding rental payment date, Lessor shall pay to Lessee an amount which equals 91.7% of the investment tax credit lost by Lessee plus interest thereon at the annual rate of 7% from the date on which Lessee pays federal income tax resulting from such loss or non availability of the investment tax credit, or the date from which interest on such additional tax is payable to the Internal Revenue Service, whichever date is earlier.

The Lessee agrees that it will, under the terms of the Sublease, provide that the Railroad will apply for and diligently seek a favorable ruling from the Internal Revenue Service. The Lessor shall have the right to review the request for ruling and participate in seeking such ruling if the Lessor desires.

Section 16. Interest on Overdue Rentals. Anything to the contrary herein contained notwithstanding, any nonpayment of rentals and other obligations due hereunder shall result in the obligation on the part of the Lessee promptly to pay, to the extent legally enforceable, interest at the rate of three-fourths of one percent ($3/4$ of 1%) over the applicable rate of interest set out in section 2(b) of the third paragraph of Article 3 of the Security Documents, on overdue rentals for the period of time during which they are overdue or such lesser amount as may be legally enforceable.

Section 17. Notices. Any notice required or permitted to be given by either party hereto to the others shall be deemed to have been given when deposited in the United States certified mails, first-class postage prepaid, addressed as follows:

(a) if to the Lessor, c/o North Western Leasing Company, 400 West Madison Street, Chicago, Illinois 60606 Attention: Vice President-Finance, and

(b) if to the Lessee, Allied Products Finance Corporation, 10 South Riverside Plaza, Chicago, Illinois 60606, Attention:

or addressed to either party at such other address as such party shall hereafter furnish to the other party in writing.

Section 18. Immunities; Satisfaction of Undertakings. No recourse shall be had in respect of any obligation due under this Lease, or referred to herein, against any incorporator, stockholder, director or officer, past, present or future, of the Lessor or Lessee, whether by virtue of any constitutional provision, statute or rule of law, or by enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitutional provision, statute or otherwise, of such incorporators, stockholders, directors or officers being forever released as a condition of and as consideration for the execution of this Lease.

The obligations of the Lessee under Sections 4, 5, 6, 7, 8, 9, 10, 12, and 14 hereof shall be deemed in all respects satisfied by the Railroad's undertakings contained in Section 4, 5, 6, 7, 8, 9, 10, 12 and 14 of the Sublease. The Lessee shall not have any responsibility for the Railroad's failure to perform such obligations, but if the same shall not be performed they shall constitute the basis for an event of default hereunder pursuant to Section 9 hereof. No waiver or amendment of the Railroad's undertakings under the Sublease shall be effective unless joined in by the Lessor.

Notwithstanding anything to the contrary contained herein, the obligations of the Lessee for any payment under this Agreement shall be reduced by any amount due and owing as of the payment date to Lessee by the Railroad under the Agreement of Sublease of Railroad Equipment dated as of April 15, 1974.

Section 19. Severability; Effect and Modification of Lease. Any provision of this Lease which is prohibited or unenforceable in any jurisdiction, shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

This Lease exclusively and completely states the rights of the Lessor and the Lessee with respect to the Units and supersedes all other agreements, oral or written with respect to the Units. No variation or modification of this Lease and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized officers of the Lessor and the Lessee.

Section 20. Execution. This Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Although this Lease is dated as of April 15, 1974, for convenience, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

Section 21. Law Governing. The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of Illinois; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

NORTH WESTERN LEASING COMPANY

BY

Richard McCreeman
Vice President

Attest:

G. L. Vargason
Assistant Secretary

ALLIED PRODUCTS FINANCE
CORPORATION

BY

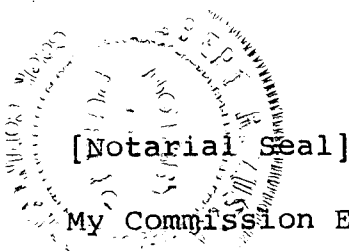
Lloyd Dreyle
PRESIDENT

Attest:

[Signature]
~~Assistant~~ Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 5th day of September 1974, before me personally appeared RICHARD M. FREEMAN to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of NORTH WESTERN LEASING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Albert R. Zuspamm
Notary Public

ALBERT R. ZUSPANN
Notary Public
Cook Co. Illinois

My Commission Expires August 22, 1977

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 9th day of SEPT, 1974, before me personally appeared LLOYD DREXLER, to me personally known, who being by me duly sworn, says that he is PRESIDENT of ALLIED PRODUCTS FINANCE CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jack C. Baum
Notary Public

[Notarial Seal]

My Commission Expires

9-3-76